

מתני' ארבעה נדרים התירו חכמים:
נְדָרֵי זְרוּזִין וְנְדָרֵי הֶבְאֵי וְנְדָרֵי שְׁגָגוֹת,
וְנְדָרֵי אוֹנְסִין. נְדָרֵי זְרוּזִין בִּיעֵד? הֲיֵה
מוֹכֵר חֶפֶץ וְאָמַר "קוֹנָם שְׂאִינִי פוּחַת
לְךָ מִן הַשֶּׁלֶע" וְהִלָּה אוֹמֵר "קוֹנָם
שְׂאִינִי מוֹסִיף לְךָ עַל הַשֶּׁקֶל",

MISHNA The Sages dissolved four types of vows^H without the requirement of a request to a halakhic authority: **Vows of exhortation, vows of exaggeration, vows that are unintentional, and vows whose fulfillment is impeded by circumstances beyond one's control.** The mishna explains: **Vows of exhortation** are those by which one encourages another using vow terminology that is exaggerated. **How so? One was selling^N an item and said:^H I will not lower the price for you to less than a sela, as that is konam,^N forbidden as if it were an offering, for me. And the other one, the buyer, says: I will not raise my payment to you to more than a shekel,^B as that is konam for me.**

NOTES

One was selling, etc. – הִיָּה מוֹכֵר וכו': The reason for dissolving this type of vow is because his verbal declaration and his intent are not identical: Although he verbally vows that he will not lower or raise the price, he does not mean what he says, as he expects that a compromise will be reached (Rabbeinu Tam, in *Sefer HaYashar*). Although there is a principle that unspoken intentions do not have significance, it was clear to the Sages that in this case it is customary for people to speak in this manner, without true intent (Ritva; Rosh). According to this understanding, the statement in the Jerusalem Talmud that the vow is binding if the individual firmly maintains his commitment, meaning

he stubbornly holds his position and refuses to waive the vow, is understandable.

I will not lower the price for you...that is konam, etc. – קוֹנָם – שְׂאִינִי פוּחַת לְךָ וכו': Some interpret *konam* here to be an abbreviated phrase, and the seller is declaring that a certain item should be *konam* for him if he reduces the price (Rosh), while the buyer declares that the merchandise be *konam* for him if he increases the price (Ran). Others say that this *konam* refers to the dinar, that the seller declares that if he reduces the price the dinar he receives shall be *konam* for him.

BACKGROUND

Sela and shekel – שֶׁלֶע וְשֶׁקֶל: Apparently, the source of using the term *sela* to refer to a coin is similar to the expansion of the word stone to refer to a measurement of weight. *Sela*, too, denotes a certain weight of an expensive metal. The value of a *sela* was four silver dinars, and it was generally the most valuable silver coin that was used in commerce. Of commonly used coins, the

sela was second in value only to the gold dinar. The shekel coin was worth two dinars, i.e., half a *sela*. It was apparently given that name since it was the fixed amount that was given each year for the upkeep of the Temple. This shekel was of equivalent value to the half-shekel mentioned in the Torah, while a whole biblical shekel is valued at four dinars.

HALAKHA

The Sages dissolved four types of vows – אֲרֵבָעָה נְדָרִים – הִתִּירוּ חֲכָמִים: These are vows that do not require dissolution: Vows of exhortation, vows of exaggeration, inadvertent vows, and vows whose fulfillment is impeded by circumstances beyond one's control (Rambam *Sefer Hafla'a*, *Hilkhot Shevuot* 3:1, 5 and *Hilkhot Nedarim* 4:1–3; *Shulhan Arukh*, *Yoreh De'a* 232:1).

One was selling an item and said, etc. – הִיָּה מוֹכֵר חֶפֶץ וְאָמַר וכו': If one is selling an item to another and vows not to lower the price below four dinars, and the buyer vows not to raise his offer above two dinars, and they compromise at around three dinars (Ran), no prohibition takes effect due to either vow. This is because that is the way people transact business, and the parties did not intend to take a vow. Some say that the seller may not sell it at the exact price that the buyer desired or vice versa, and if one of them did so his vow takes effect. Others are lenient in this case as well, and that is the accepted custom (*Bah*).

This principle applies only when they ultimately compromised and did not firmly stand by their words. But if they did not compromise and the sale was not completed, and one of them later reneged and settled for the price of the other, his vow takes effect. All of these principles apply in a case where they did not say explicitly that they were taking a vow; if they stated that they intended their words to be a vow, then they have taken a vow (Rambam *Sefer Hafla'a*, *Hilkhot Nedarim* 4:3; *Shulhan Arukh*, *Yoreh De'a* 232:2).

שְׁנֵיהֶם רוֹצִין בְּשִׁלְשֵׁה דִינָרִין.

In this case, one may assume that **both want to complete the deal at three dinars,^N** and they did not intend to vow but only exaggerated for purposes of bargaining.

גמ' ארבעה נדרים התירו חכמים:
כו'. אָמַר לִיהֵא רַבִּי אֲבָא בַר מִמְלֵ לְרַבִּי
אֲמִי: אָמַרְתָּ לָן מִשְׁמִיחָה דְרַבִּי יְהוּדָה
נְשִׂיאָה: מֵאַן תִּנָּא אֲרֵבָעָה נְדָרִים – רַבִּי
יְהוּדָה הֵיא דְאָמַר מִשּׁוּם רַבִּי טַרְפוֹן:
לְעוֹלָם אֵין אַחַד מֵהוֹן נוֹיֵר, לְפִי שְׁלֵא
נִתְנָה נוֹיֵרוֹת אֶלָּא לְהַפְלָאָה.

GEMARA The mishna states: **The Sages dissolved four types of vows. Rabbi Abba bar Memel said to Rabbi Ami: You said to us in the name of Rabbi Yehuda Nesia: Who is the tanna who taught this mishna of four vows? It is the opinion of Rabbi Yehuda, who said in the name of Rabbi Tarfon: With regard to two people who entered into a wager, and each declared that he would become a nazirite if the other was right, then actually neither of them becomes a nazirite, because naziriteship is determined only by explicitness^N of intent. One cannot become a nazirite unless he vows clearly and with certitude. Here too, since the intent of the wagering parties was not actually to vow, the halakha is that the vow is invalid.**

NOTES

Only by explicitness – אֶלָּא לְהַפְלָאָה: Some later authorities question why the Gemara links this topic and that of vows of exhortation. While vows of exhortation are dissolved because the intent is not the same as the verbal declaration, in the case of vows of naziriteship he is not a nazirite because he took the vow without a definite decision (*Meromei Sadeh*). This can be

resolved by the interpretation of the Rid, who writes that even in the case of vows of exhortation, neither side knows whether the other will change his fixed price or not. Therefore, these vows also are not completely certain and lack precisely the same element as the naziriteship case.

NOTES

Both want the deal at three dinars – שְׁנֵיהֶם רוֹצִין בְּשִׁלְשֵׁה – דִּינָרִין: From the language of the mishna, it appears that the reason the vows do not take effect is that each of them intended to pay the average price from the outset. The commentaries ask: What happens if ultimately one side accepts the price that the other fixed? The Ran holds that while it is true that each took the vow in order to encourage the other to arrive at a compromise price, they also each intended to state, by taking a vow, that they will not pay the price the other is currently demanding. Therefore, if one does pay the initial price demanded by the other, his vow does take effect. By contrast, other early commentaries hold that any vow taken in the context of business negotiations is considered to be an exhortation vow alone, and even if one waives his demands totally, the vow does not take effect (Ritva; Ra'ah).

NOTES

He said to him more than a sela – אָמַר לוֹ טַפֵּי מַסְלַע – The Rashba, followed by the Ran, offers two interpretations. According to the first, since each party is precise in his words and stands by their position that it be less than a shekel or more than a sela, it means that they will not compromise. According to the other interpretation, since their set amounts are more than two dinars apart, perhaps this indicates that they stand by their respective statements and do not wish to compromise. The Commentary on Nedarim agrees with this second interpretation (see Rashba).

Another interpretation of the Gemara's question is found in the Shakh (Yoreh De'a 232:5). The question is whether the term: More than a sela, means that it should not be less than a sela, or whether this is also a term of exhortation and he will be satisfied with less than a sela. Others say that it is speaking of two cases. In one case, the buyer says shekel and the seller says more than a sela. In the second case, the seller says sela and the buyer says less than a shekel (Rosh; Talmidei Rabbeinu Peretz).

Rather, a person speaks this way – אֵלָא מִשְׁתַּעֵי אֵינִישׁ הָכִי – The Ran notes that this baraita answers the question according to both interpretations: According to the interpretation that focuses on the fact that the sums were stated in precise terms, the case in the baraita of vowing concerning a drop of water is also precise, and yet the one taking the vow is permitted to drink. According to the explanation that focuses on the large divergence between the two sides, the vow taken that prohibits drinking even a drop of cold water is very different from the initial invitation to eat a meal with him.

HALAKHA

If one was importuning another, etc. – הָיָה מְסָרֵב בְּחִבְרוֹ וְכוּ' – If one importuned another to come eat in his home, and the other said: Entering your house is konam for me, or: A drop of cold water is konam for me, and for that reason I will not taste it with you, the latter is permitted to enter the house and to drink cold water, since his intent was only that he would not eat this particular meal with him (Rambam Sefer Hafla'a, Hilkhot Nedarim 8:10; Shulhan Arukh, Yoreh De'a 218:4).

Perek III
Daf 21 Amud b

רַבָּא אָמַר: אִפִּילוּ תִימָא רַבְנָן, מִי קְתַנִּי שְׁנֵי הֵן רַצוּ? שְׁנֵי הֵן רוּצִין קְתַנִּי.

Rava said: You can even say that the mishna is in accordance with the Rabbis, who disagree with Rabbi Yehuda. Does the mishna teach: Both wanted the price to be three dinars? It teaches: Both want, in the present tense, demonstrating that they would have been satisfied with that price from the outset and never intended to vow, so the vow is not binding.

אָמַר לִיהֵ רַבִּינָא לְרַב אֲשִׁי: אָמַר לוֹ טַפֵּי מַסְלַע, וְהִלָּה אָמַר בְּצִיר מַשְׁקָל, גִּדְרָא הָיִי אִוּ וְרוּזִין הָיִי?

Ravina said to Rav Ashi: If the seller said to the buyer in the form of a vow that the price must remain more than a sela,^N and the other declared in the form of a vow that the price must remain less than a shekel, what is the halakha? Is this a vow, where each stands firmly in his position? Or perhaps this is also merely for encouragement?

אָמַר לִיהֵ תַנִּינָא: הָיָה מְסָרֵב בְּחִבְרוֹ שְׂאִיכַל אֲצִלוּ, וְאָמַר לוֹ "קוֹנָם בֵּיתְךָ שְׂאֵנִי נִבְנָם" טִיפַת צוּגִין שְׂאֵנִי טוּעִים – מוֹתֵר לִיבְנָם לְבֵיתוֹ וְלִשְׂתוֹת הֵימְנוּ צוּגִין, שְׂלָא נִתְבְּווּן זֶה אֵלָא לְשׁוּם אֲבִילָה וְשְׂתַיָּה.

Rav Ashi said to him: We already learned about a similar case: If one was importuning another^H that he should eat with him and the other refused and said to him: Entering your house is konam for me, or: A drop of cold water is konam for me, and for that reason I will not taste it with you, it is permitted for him to enter his house and drink cold water since he intended it as a vow only for the purpose of eating and drinking a large amount but did not mean literally that he would not drink anything.

וְאִמָּאי? וְהָא "טִיפַת צוּגִין" קְאָמְרִי! אֵלָא, מִשְׁתַּעֵי אֵינִישׁ הָכִי, הֲכָא נִמִּי – מִשְׁתַּעֵי אֵינִישׁ הָכִי.

The Gemara asks: And why is this permitted? But he said: A drop of cold water, so how can you say that the vow is only with regard to drinking a large amount? Rather, it must be that a person speaks this way^N in exaggerated terms but does not mean literally what he says. Here also, in the case of the buyer and seller, a person speaks this way. He exaggerates and does not intend the literal meaning of his words, even though he was quite precise in his wording.

אָמַר לִיהֵ:

Ravina said to him:

מִי דְמִי? גְּבִי צוּגִין – צְדִיקִים אֹמְרִים מְעַט וְעוֹשִׂין הַרְבֵּה,

Are these cases comparable? Concerning the case of cold water, the righteous say little and do much. Therefore, when the host says to the other: Enter my house and drink a drop of cold water, he intended to offer him an entire meal. So too, the one who vows is referring to an entire meal and not literally to a drop of water. Therefore, he may drink a bit of cold water in the host's house.

הָכָא – סְפִיקָא הוּא, דְלָמָּא פְּחוֹת מַסְלַע – וְיִוְתֵר עַל שְׁקָל קְאָמַר, וְיִוְרוּזִין הָיִי, אִוּ דְלָמָּא דְוָקָא קְאָמַר, וְיִגִּדְרָא הָיִי? תַּבְּעִי.

But here it is uncertain. Perhaps when the seller says he will only accept more than a sela, he really intends to accept less than a sela, and when the buyer says he will not pay more than a shekel, he really intends to pay more than a shekel;^H and this is also an exhortation vow. Or, perhaps he meant specifically what he said, and it is a vow, because he did not intend to compromise on the price. The Gemara concludes: The dilemma remains unresolved.

HALAKHA

Less than a sela and...more than a shekel – פְּחוֹת מַסְלַע וְיִוְתֵר – If two people are negotiating the price of a transaction, and the seller vows that he will sell only for more than four dinars, and the buyer vows that he will buy only for less than two dinars, then even if they ultimately settled on three dinars,

the vows of both are valid. This is because the query concerning this issue is not resolved in the Gemara, and the principle is to be stringent with regard to an uncertainty in a matter of Torah law (Shulhan Arukh, Yoreh De'a 232:2).

Require a request made to a halakhic authority – צריכין שאלה לחכם: Some claim this means that an actual request must be made but that the halakhic authority need not search for a method to broach dissolution because, in the language of the Jerusalem Talmud: Their opening is at their side, i.e., it is clear that no intent existed to make a vow. Others say this means that although there is no vow by Torah law, by rabbinic ordinance one must still make a request to a halakhic authority. A third explanation, advanced by the Ritva, is that Rav Asi's requirement for a request to a halakhic authority refers only to an ignorant person, so that he does not treat vows lightly in general.

A halakhic authority does not broach dissolution based on regret – אין פותחין בחרטה: The Commentary on *Nedarim* explains that the expression: A halakhic authority does not broach dissolution based on regret, means that the halakhic authority cannot ask on his own if the one who took the vow regrets having done so. Those opinions that do not allow this maintain that there is concern that such a person does not truly regret his vow but wishes to dissolve the vow for some other reason, and therefore he will affirm the suggestion of the halakhic authority that he regrets the vow even if he does not. However, if the petitioner volunteers that he regrets the vow, this would be grounds for dissolution. Those Sages who allow broaching dissolution based on regret maintain that the fact that one comes to seek dissolution indicates that he no longer wants the vow, and the question asked by the halakhic authority is only to clarify the issue.

However, *Tosafot*, the Ran, and many others interpret that expression to mean that the vow cannot be dissolved based on regret. According to this opinion, the halakhic authority must introduce some new element that the one who made the vow did not consider but that would have induced him not to vow at all had he considered it.

איילו היו עשרה בני – אדם וכו: With regard to the relationship between this question and the subject of regret as a basis for dissolution, some say that this question is simply another form of broaching dissolution based on regret that is emphasized in a tangible way, and the principal question is whether one fundamentally regrets the vow. However, others (Rashba; Meiri) claim that the grounds for dissolution in this case are stronger than simple regret, and even those who do not accept regret as the basis for dissolution would allow it here, since he bases the regret on a particular matter. Rabbi Avraham min HaHar writes similarly that this method is comparable to an opening, as it does not rely on regret alone, but rather introduces a new possible scenario that the one who vowed did not initially consider.

Did you want to vow – בעית נדור: Some have interpreted this passage to mean that Rabbi Elazar asked the man whether he regretted his vow, and he answered that while he took the vow only because he was angry, those who had been angering him were still doing so. Rabbi Elazar answered him that if so, it is treated as if he still wants the vow to be valid, and it is not dissolved (Rabbi Avraham min HaHar).

Some early authorities have another version of the text, which has been interpreted in various ways. Some translate this phrase as: She wants light, and understand that it is speaking about a man who had taken an oath to fulfill all of his wife's requests. She requested a gold candelabrum, but only at the urging of others. The question was whether or not this is included in the husband's vow, and the reply was that since she wants one, he is required to purchase it for her, regardless of how this desire developed (*Sefer HaMelitza*). Others explain similarly, but understand that the woman wanted a servant to come and serve her (Rabbi Yitzhak Tzarfat).

S Rav Yehuda said that Rav Asi said: These four vows^h that are taught in the mishna still require a request made to a halakhic authorityⁿ to dissolve them. Rav Yehuda continues: **When I said this halakha before Shmuel, he said: The tanna teaches that the Sages dissolved four vows, and you say they require a request made to a halakhic authority?**

Rav Yosef taught this *halakha* in this manner: Rav Yehuda said that Rav Asi said: A halakhic authority is able to dissolve only a vow that is similar to these four vows in that it was not intended to be a vow at all but was simply expressed in the language of a vow. In addition, he can dissolve a vow taken by mistake. The Gemara comments: It can be derived from here that he holds that a halakhic authority does not broach dissolution based on regret.ⁿ A halakhic authority must search for a factor that, had the one making the vow been aware of it at the time of the vow, he would not have vowed. Simply expressing regret about the vow is an insufficient basis on which to dissolve it.

The Gemara relates an incident that illustrates a different opinion concerning broaching dissolution based on regret. There was a certain person who came before Rav Huna to request dissolution of a vow. Rav Huna said to him: **Is your heart upon you? Do you still have the same desire that you had when you made the vow? He said to him: No. And Rav Huna dissolved the vow for him.**^h Since Rav Huna dissolved the vow based on regret alone, he evidently holds that one may broach dissolution based on regret.

Similarly, there was a certain person who came before Rabba bar Rav Huna to dissolve his vow. Rabba bar Rav Huna said to him: **Had there been ten peopleⁿ who could have appeased you at the time you vowed, would you have made the vow? He said to him: No. And he dissolved the vow for him.**

It is taught in a *baraita* that Rabbi Yehuda says: The halakhic authorities who dissolve the vow say to the person who vowed: **Is this heart, i.e., this desire, still upon you? If he says no, they dissolve it.** Rabbi Yishmael, son of Rabbi Yosei, says in the name of his father: **They say to the person who vowed: Had there been ten people who could have appeased you at the time, would you have made the vow? If he says no, they dissolve it.**

The Gemara prefaces the next discussion with a mnemonic device: **Asi and Elazar, Yoḥanan and Yannai.**

The Gemara relates that there was a certain person who came before Rabbi Asi to request dissolution of a vow. Rabbi Asi said to him: **Do you have regret? He said to him rhetorically: No, do I not have regret? In other words, certainly I have regret. And he dissolved the vow for him.** Similarly, there was a certain person who came before Rabbi Elazar, and Rabbi Elazar said to him: **Did you want to vow?ⁿ Was this really your desire? He said to Rabbi Elazar: If they had not angered me, I would not have wanted anything. He said to him: Let it be like you want, and the vow is dissolved.** In another instance, there was a certain woman who took a vow with regard to her daughter that the daughter may not benefit from her, and she came before Rabbi Yoḥanan to dissolve the vow. He said to her: **Had you known that your neighbors would say about your daughter:**

אמר רב יהודה אמר רב אסי: ארבעה נדרים הללו צריכין שאלה לחכם. כי אמריתא קמיה דשמואל אמר: תנא תני "ארבעה נדרים התירו חכמים", ואת אמרת צריכין שאלה לחכם!?

רב יוסף תני לה להא שמעתא בהאי לישנא: אמר רב יהודה אמר רב אסי: אין חכם רשאי להתיר אלא בענין ארבעה נדרים הללו. קסברי: אין פותחין בחרטה.

ההוא דאתא לקמיה דרב הונא, אמר ליה: לך עך? אמר ליה: לא. ושרייה.

ההוא דאתא לקמיה דרבה בר רב הונא, אמר ליה: אילו היו עשרה בני אדם שיפייסוך באותה שעה מי נדרת? אמר ליה: לא. והתירו.

תנא, רבי יהודה אמר: אומרים לו לאדם: לב זה עליך? אם אמר "לאו" – מתירין אותו. רבי ישמעאל ברבי יוסי אומר משום אביו: אומרים לו לאדם: אילו היו עשרה בני אדם שיפייסוך באותה שעה מי נדרת? אם אמר "לאו" – מתירין אותו.

(סימן: אסי ואלעזר יוחנן וינאי).

ההוא דאתא לקמיה דרבי אסי, אמר ליה: כדו תהית? אמר ליה: לא! ושרייה. ההוא דאתא לקמיה דרבי אלעזר, אמר ליה: בעית נדור? אמר ליה: אילו לא מרגזין לי – לא בעינן כלום. אמר ליה: תהא כבעית. ההיא איתתא דאדרתה לברתה, אתאי לקמיה דרבי יוחנן. אמר לה: אילו הוה ידעת דאמרן מגירתיך עלה דברתך.

HALAKHA

These four vows – ארבעה נדרים הללו: The Sages said that there are four types of vows whose dissolution does not require a halakhic authority, in accordance with Shmuel's interpretation. However, one should not take these vows *ab initio* if he does not intend to fulfill them (Rambam *Sefer Hafla'a*, *Hilkhot Nedarim* 4:4; *Shulhan Arukh*, *Yoreh De'a* 232:13).

Is your heart upon you... and he dissolved it for him – ... לך עך? אמר ליה: לא. ושרייה: One who takes an oath or vow and then regrets having done so must go to a halakhic authority or, in a place where there

is no halakhic authority, three laymen. He must express fundamental regret, and then they dissolve the vow. The Rema writes that many are stringent to broach dissolution based on regret in the following manner: After one says that he fundamentally regrets the vow, he is asked: If you knew that you would regret it, would you have made the vow at the outset? If he says no, then they dissolve the vow (Mordekhai). The *Taz* comments that this is the preferred method (Rambam *Sefer Hafla'a*, *Hilkhot Shevuot* 6:1; *Shulhan Arukh*, *Yoreh De'a* 228:7).